

Exhibit 4

Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK

3 CASE NO.: 20-cv-3699

4 PDV USA, INC.,

Plaintiff,

5 vs.

6 INTERAMERICAN CONSULTING INC.,

7 Defendant.

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10 VOLUME 1, PAGES 1 - 252

11 VIDEOTAPED DEPOSITION OF

12 INTERAMERICAN CONSULTING INC.

13 BY: DAVID RIVERA

14
15
16 Tuesday, July 26, 2022

10:38 a.m. - 6:23 p.m.

17 Jones Day

18 600 Brickell Avenue

19 Miami, Florida

20
21
22 Stenographically Reported By:

23 Gina Rodriguez, RPR, CRR

1 APPEARANCES:

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19 ALSO PRESENT:

20
21 Javier Ordonez, Videographer

Alex Gonzalez (via Webex)

1 Q. And is that Mr. Gorrin's signature beneath
2 yours?

3 A. Yes.

4 Q. Were you together when this engagement
5 letter was signed?

6 A. Possibly.

7 Q. Did he also sign it on March 21st, 2017?

8 MR. JOHNSON: Object to the form.

9 A. Yes, I believe so.

10 BY MR. KORN:

11 Q. Did -- how did this engagement letter come
12 into your possession?

13 A. Mr. Gorrin got it to me.

14 Q. When?

15 A. Whenever it went to you.

16 Q. So sometime within the last few months?

17 A. Yes.

18 Q. Okay. How did Mr. Gorrin get the -- this
19 engagement letter to you?

20 A. He worked hard. I don't know exactly how
21 he found it, but he worked hard.

22 Q. Okay. How did he physically send it to
23 you? Was it an email?

24 A. He didn't. It was delivered.

25 Q. So a courier showed up with an envelope and

1 this inc- -- it was in it?

2 A. I wouldn't say a courier. I don't know who
3 showed up.

4 Q. Where did you -- where were you when you
5 received a copy of Exhibit 4?

6 A. My house.

7 Q. Okay.

8 Who handed it to you?

9 A. No one.

10 Q. It came in a hard copy?

11 A. Yes.

12 Q. Was there an envelope?

13 A. Yes.

14 Q. Was it -- did the envelope have a stamp
15 and, you know, mailing address, or was it just a
16 blank envelope?

17 A. Blank.

18 Q. Where were you -- when you signed Exhibit 4
19 in 2017, were you in Miami? Do you recall -- let me
20 step back.

21 Do you recall signing Exhibit 4?

22 A. I recall doing the agreement. I have no
23 idea where I was on that day.

24 Q. Okay. So sometime in the last few months,
25 a -- somebody shows up at your door at home in Miami

1 and hands you a blank envelope and the engage- -- and
2 this engagement letter is in there?

3 MR. JOHNSON: Object to the form.

4 BY MR. KORN:

5 Q. Is that what happened?

6 A. No.

7 Q. What happened?

8 A. If you recall, I said to you, "I wasn't
9 there." So nobody handed it to me.

10 Q. Okay. You arrived home, and it was -- it's
11 sitting outside your front door?

12 A. Correct.

13 Q. Okay. So at some point in the last few
14 months you arrive home and there is a blank envelope
15 sitting outside your front door, and it is a copy of
16 the engagement letter, correct?

17 A. I don't think it was outside. I think it
18 was on the inside.

19 Q. Okay.

20 How did Mr. Gorrin note that you were
21 looking for a copy of the engagement letter?

22 A. I asked him for it.

23 Q. Okay. Did you call him on the phone?

24 A. It's the only way to talk to him.

25 Q. You -- do you communicate with him over

1 A. I believe she was at the April meeting.

2 Q. Any other times?

3 A. No.

4 Q. Had you communicated with her in any other
5 way other than at those two meetings?

6 A. No.

7 Q. Do you know whether Raul Gorrin has any
8 relationship with Delcy Rodriguez?

9 A. You mean, does he know her? He certainly
10 knows her.

11 Q. Did they do business together, to your
12 knowledge?

13 A. I have no idea.

14 Q. Now, did Delcy Rodriguez have any
15 involvement in the work you did in connection with
16 the PDV USA consulting agreement?

17 A. No.

18 Q. Are you familiar with Nelson Martinez?

19 A. Yes.

20 Q. At the time you entered into the PDV USA
21 contract, he was the energy minister of Venezuela,
22 correct?

23 A. That's my recollection.

24 Q. And he was the president of PDVSA, correct?

25 A. I don't know about that. I remember him

1 Q. Did Interamerican prepare the written
2 agreement for services with PDV USA?

3 A. No.

4 Q. Who did?

5 A. Somebody inside Citgo.

6 Q. Did Interamerican have any input on the
7 terms of the agreement that it signed with PDV USA?

8 A. No.

9 Q. Did you provide any language to be included
10 in the agreement between Interamerican and PDV USA?

11 A. No.

12 Q. Did you draft any portion of the contract
13 between Interamerican and PDV USA?

14 A. No.

15 Q. Did you have a role in preparing the
16 exhibits to the contract between Interamerican and
17 PDV USA that set forth the scope of services that
18 Interamerican would provide to PDV USA?

19 A. No.

20 Q. That was all drafted by Citgo and PDV USA?

21 A. Somebody inside Citgo.

22 Q. Somebody inside Citgo, but David Rivera had
23 nothing to do with that drafting, correct?

24 A. Correct.

25 Q. Was Raul Gorrin involved in any way in the

1 break so you can go to the bathroom.

2 A. Thank you.

3 THE VIDEOGRAPHER: The time is 5:14 p.m.,
4 and we're going off the record.

5 (Recess was held from 5:14 p.m. until 5:18 p.m.)

6 THE VIDEOGRAPHER: The time is 5:18, and
7 we're back on the record.

8 BY MR. KORN:

9 Q. Welcome back, Mr. Rivera.

10 A. Thank you.

11 Q. You should have in front of you Exhibit 15,
12 which is the consulting agreement between
13 Interamerican and PDV USA. I would like you to turn
14 to Page 4.

15 A. I'm there.

16 Q. Page 4. Great. Do you see there's a
17 Section 14, "Authorized Representative and Notices"?

18 A. Yes.

19 Q. And for PDV USA, the authorized
20 representative is Pio Gonzalez at PDVSA. Do you see
21 that?

22 A. I see Mr. Pio Gonzalez and I see @PDVSA in
23 his email address.

24 Q. In fact, his address is in Venezuela. His
25 phone number is in Venezuela and his email address is

1 Q. Why would there be a strategic partnership
2 between Exxon and Citgo?

3 A. Because the whole purpose of Citgo
4 retaining me was to try and develop such efforts.

5 Q. Aren't Exxon and Citgo competitors?

6 A. Not necessarily. Exxon is always trying to
7 expand business and so is Citgo.

8 Q. Did you receive instructions from
9 Pio Gonzalez as part of your work for PDV USA?

10 A. I remember emails from his email domain.

11 Q. So is the answer to my question "yes"?

12 A. I don't remember every email. I would need
13 to see the emails.

14 Q. Right. But do you remember any emails
15 where you received instructions from Pio Gonzalez?

16 A. I seem to recall an email regarding
17 emailing him the invoices, if you consider that an
18 instruction.

19 MR. KORN: 16, 17.

20 (Thereupon, marked as Exhibit 17.)

21 BY MR. KORN:

22 Q. Okay. I have just handed you Exhibit 17,
23 which is an email exchange that bears the Bates range
24 Interamerican_002198 and also has 2199. I've also
25 included a certified translation and the attached

1 invoice which bears the Bates range
2 Interamerican_002200.

3 Okay. Do you see there's an email that
4 was sent by you to Pio Gonzalez? It's a copy to
5 Guillermo Blanco on March 21st at 8:53 p.m.

6 A. Yeah, yes.

7 Q. Did you send this email?

8 A. I'm sure I did.

9 Q. Okay.

10 A. This comes from me?

11 Q. This was produced by you.

12 A. Yes.

13 Q. Okay.

14 A. Then I'm sure I did.

15 Q. Okay. Do you know why some of your emails
16 from this time period were produced while others were
17 not?

18 A. No.

19 Q. Did you deliberately at some point go
20 through your files to delete some emails and leave
21 others?

22 A. No.

23 Q. Okay. Well, let's look at the email at the
24 bottom of the second page.

25 Do you see that there's an email from

1 any way whatsoever to any services provided under
2 the contract at issue in this case."

3 Did I read that correctly?

4 A. Yes.

5 Q. Is it your sworn testimony that
6 Krome Agronomics never entered into a subcontract
7 with Interamerican in connection with its engagement
8 by PDV USA?

9 A. Correct.

10 Q. Is it your sworn testimony that
11 PG & Associates never entered into a subcontract with
12 Interamerican in connection with its engagement with
13 PDV USA?

14 A. Correct.

15 Q. Is it your sworn testimony that
16 Interglobal Yacht Management never entered into a
17 subcontract with Interamerican in connection with its
18 engagement by PDV USA?

19 A. Correct.

20 Q. Is it your sworn testimony that
21 Communication Solutions never entered into a
22 subcontract with Interamerican in connection with its
23 engagement by PDV USA?

24 A. Correct.

25 Q. Is it also your sworn testimony that

1 Krome Agronomics never acted as a subcontractor for
2 Interamerican in connection with its engagement by
3 PDV USA?

4 A. Correct.

5 Q. Is it your sworn testimony that
6 PG & Associates never acted as a subcontractor for
7 Interamerican in connection with its engagement by
8 PDV USA?

9 A. Correct.

10 Q. Is it your sworn testimony that
11 Interglobal Yacht Management never acted as a
12 subcontractor for Interamerican in connection with
13 its engagement by PDV USA?

14 A. Correct.

15 Q. Is it your sworn testimony that
16 Communication Solutions never acted as a
17 subcontractor for Interamerican in connection with
18 its engagement by PDV USA?

19 A. Correct.

20 Q. Is it your sworn testimony that
21 Krome Agronomics was never paid consulting fees by
22 Interamerican in connection with its engagement by
23 PDV USA?

24 A. Correct.

25 Q. Is it your sworn testimony that

1 PG & Associates was never paid consulting fees in
2 connection with its engag- -- Interamerican's
3 engagement by PDV USA?

4 A. Correct.

5 Q. Is it your sworn testimony that
6 Interglobal Yacht Management was never paid
7 consulting fees in connection with Interamerican's
8 engagement by PDV USA?

9 A. Correct.

10 Q. Is it your testimony that
11 Communication Solutions was never paid consulting
12 fees in connection with Interamerican's engagement by
13 PDV USA?

14 A. Correct.

15 Q. If you look at the second sentence of your
16 interrogatory response to Number 23, it reads:
17 "Interamerican is aware of documents created in
18 coordination with entities that receive referral fees
19 in connection with the solicitation of
20 Interamerican's services. These documents were
21 created long after the contract had expired and at
22 the expressed request of the entities that refer --
23 that receive referral fees in connection with the
24 contract."

25 You see that?

1 A. Yes.

2 Q. What does that mean?

3 A. It means I'm aware of the documents and the
4 documents were created in December.

5 Q. So the documents you are referring to are
6 the contract for services that identify
7 Communication Solutions, Interglobal Yacht Management
8 and PG & Associates as subcontractors, correct?

9 A. Correct.

10 Q. Now, you signed two of those contractors
11 for services, correct?

12 A. Correct.

13 Q. And you signed them and dated them from
14 March 2017; do you recall that?

15 A. Correct.

16 Q. Why did you do that?

17 A. Because at the time I wanted to prepare my
18 taxes or begin preparing taxes for 2017, and I told
19 my CPA that I wanted the most pristine, perfect,
20 immaculate taxes ever created by hand. I wanted all
21 the T's crossed, and I wanted all the I's dotted.

22 He told me that what I need to do is
23 get -- is do 1099s, get W9s, get invoices from
24 anybody that Interamerican paid in 2017. When I
25 went to ask Mr. Perera and tell him that I was going

1 to 1099 him, that I wanted a W9 and invoices, he
2 came back to me and said that his CPA had insisted
3 on having a contract with Interamerican, for
4 whatever reason, to substantiate his payments. So
5 that's where it came in.

6 Q. And your testimony is that these
7 conversations occurred in December of 2017?

8 A. At least.

9 Q. It might have been later than that?

10 A. I mean, I know that I met with my CPA in
11 December, I know he gave me all of my marching orders
12 in December. I'm sure I would have relayed it there
13 or very soon after the new year, probably in
14 December.

15 Q. So you and Mr. Perera and Ms. Nuhfer
16 decided to create contracts for services and then
17 backdate them to March of 2017 for purposes of your
18 and their tax returns with the U.S. federal
19 government?

20 MR. JOHNSON: Object to the form. Object
21 to --

22 A. No.

23 MR. JOHNSON: Hang on. When I start an
24 objection, just stop.

25 Object to the form.

1 Go ahead and answer.

2 A. No. My recollection is it was Mr. Perera
3 who insisted on it or he had told me his CPA insisted
4 on it. I recall mentioning it to Ms. Nuhfer. Her
5 father is a CPA and does her taxes. I recall her
6 asking her father and then she came back and all of a
7 sudden, "Well, it's probably a good idea."

8 BY MR. KORN:

9 Q. Okay. Regardless of how you characterized
10 this, in the contracts for services that we're --
11 that you say were signed later, the payments
12 themselves that are referenced in those contracts,
13 were made during the time that the PDV USA contract
14 was operative, right?

15 A. Absolutely.

16 Q. So -- and we've -- can look at the records,
17 but there were 75 percent of the payments that you
18 received from PDV USA were disbursed to the three
19 other sets of parties, correct?

20 A. Yes.

21 Q. And that occurred during the second quarter
22 of 2017, correct?

23 A. Yes.

24 Q. If --

25 A. Well, March 21st might be the first

1 A. My tax returns have been scrutinized since
2 the moment I got elected to Congress.

3 BY MR. KORN:

4 Q. All right. A few wrap-up questions and
5 then we can break for the day.

6 Did Interamerican ever retain the law firm
7 of Cozen O'Connor as its counsel?

8 A. Yes.

9 Q. What was the scope of that engagement?

10 A. They wrote this thing, this retainer
11 agreement that had the verbiage that you guys use,
12 but basically to review this contract.

13 Q. Meaning, the Cozen O'Connor firm was
14 retained by Interamerican to review the
15 Interamerican/PDV USA contract?

16 A. Yes. But it took them ten pages to say
17 that.

18 THE COURT REPORTER: Ten?

19 A. Ten pages to say that.

20 BY MR. KORN:

21 Q. Did Cozen O'Connor then proceed to do an
22 investigation of the PDV USA contract with
23 Interamerican?

24 A. I wouldn't use that term.

25 Q. Did they do a review of the contract?

1 A. They did.

2 Q. Over what period of time?

3 A. Oof, sometime in 2018.

4 Q. Okay. Was it your idea to hire
5 Cozen O'Connor to conduct that review?

6 A. It was a joint decision.

7 Q. A joint decision by who?

8 A. Mr. Perera, Ms. Nuhfer and myself.

9 Q. Was Mr. Gorrin involved in that decision?

10 A. No.

11 Q. Did Cozen O'Connor also serve as counsel to
12 Mr. Perera and Ms. Nuhfer as part of that engagement
13 or was the engagement only with Interamerican?

14 A. It was jointly financed, so I don't know if
15 that means -- what was the term you used? If they --

16 Q. I just want to understand whether
17 Mr. Perera and Ms. Nuhfer were also clients of
18 Cozen O'Connor as part of this exercise.

19 A. I mean, the attorney at Cozen knew that
20 Mr. Perera and Ms. Nuhfer were involved in hiring
21 them, but Interamerican had the name on the retainer
22 agreement.

23 Q. Did Cozen O'Connor produce bills as part of
24 this engagement?

25 A. I have no doubt.

1 THE COURT REPORTER: I'm sorry?

2 A. I have no doubt.

3 BY MR. KORN:

4 Q. Right. Did they provide a memo to
5 Interamerican as part of this engagement?

6 A. They did.

7 Q. Was it a lengthy memo?

8 A. What do you consider lengthy?

9 Q. Fair. It's fair question.

10 A. Particularly for attorneys.

11 Q. Okay. It was a multi-page memo with an
12 analysis of the PDV USA/Interamerican contract?

13 A. Multi-page, you said?

14 Q. Yes.

15 A. Yes.

16 Q. Okay. What attorney at Cozen O'Connor was
17 your main point of contact?

18 A. Oh, mine was Jeff Feldman.

19 Q. Jeff?

20 A. Feldman.

21 Q. Jeff Feldman. He's the attorney at
22 Cozen O'Connor that was your main point of contact?

23 A. Yes.

24 Q. I've seen reference in the documents to a
25 BCM Consulting that was paid \$250,000 by

1 fully intended to pay off the contract. They never
2 mentioned Gazprom or PDVSA.

3 Q. Were you surprised when you received a
4 payment from PDVSA?

5 A. No.

6 Q. Were you aware by this point in time in
7 October of 2017 that PDVSA was the source of funds
8 for the \$50 million that you had received previously?

9 A. I was never told that.

10 Q. When you say that Mr. Arcay and Mr. Orsoni
11 communicated to you that you would be receiving the
12 additional \$5 million at this time, was that over
13 email that they told you this?

14 A. Yes and probably on the phone, too.

15 THE COURT REPORTER: I'm sorry.

16 A. And probably on the phone, too.

17 BY MR. KORN:

18 Q. And did they tell you -- were these
19 communications in October as well? Was it proximate
20 to the received the payment?

21 A. We had been having conversations for months
22 about contract payments. So for months Mr. Arcay,
23 Mr. Orsoni were trying to convince me to assign the
24 contract to PDVSA and for months I had kept rejecting
25 that request. Until finally, I think it was

1 September or October, they tried again to get me to
2 assign the contract to PDVSA and, again, I refused.
3 And then they said, "Well, to show you our good
4 faith, we're going to send a contract payment to show
5 you we're intent on paying off the contract if you
6 assign it."

7 Q. Did you return the money that you received
8 from PDVSA?

9 A. No.

10 Q. Why not?

11 A. It was part of the payment for the original
12 contract.

13 Q. Why were you so committed to -- withdrawn.
14 Why did you not want to agree to the
15 assignment of the agreement with PDVSA?

16 A. Because I had no interest in doing business
17 with PDVSA.

18 Q. And that's despite the fact that you had
19 from the very first day that you signed the agreement
20 in communicating with PDVSA and getting instructions
21 from people with PDVSA email addresses?

22 MR. JOHNSON: Object to the form.

23 A. Number one, I don't know that to be the
24 case. I don't know if those email domains are even
25 legitimate. And I have seen Citgo email domains,